

A. G. Contract No.KR922537TRN  
ECS File: JPA 92-109  
Project: 095 YU 001 H2892 02 C  
Section: S.R. 95  
City of San Luis

INTERGOVERNMENTAL AGREEMENT  
LANDSCAPE MAINTENANCE  
BETWEEN  
THE STATE OF ARIZONA  
AND  
THE CITY OF SAN LUIS

THIS AGREEMENT is entered into 16 December, 1992  
pursuant to Arizona Revised Statutes Sections 11-951 through  
11-954, as amended, between the STATE OF ARIZONA, acting by and  
through its DEPARTMENT OF TRANSPORTATION (the "State") and the  
CITY OF SAN LUIS, acting by and through its City Council, (the  
"City").

I. RECITALS

1.The State is empowered by Arizona Revised Statutes  
Section 28-108 to enter into this agreement and has by  
resolution, a copy of which is attached hereto and made a part  
hereof, resolved to enter into this agreement and has delegated  
to the undersigned the authority to execute this agreement on  
behalf of the State.

2.The City is empowered by Arizona Revised Statutes Section  
48-572 and to enter into this agreement and has by resolution,  
a copy of which is attached hereto and made a part hereof,  
resolved to enter into this agreement and has authorized the  
undersigned to execute this agreement on behalf of the City.

3.It is to the mutual advantage of the State and the City  
to landscape areas within the right of way on State Route 95 at  
the following location:

From centerline roadway station 25+83 to  
centerline roadway station 34+50, a net distance  
of approximately .16 miles.

THEREFORE, in consideration of the mutual agreements  
expressed herein, it is agreed as follows:

NO. <u>1727P</u>
FILED WITH SECRETARY OF STATE
Date Filed <u>12/16/92</u>
<u>Richard Mahoney</u> Secretary of State
By <u>Henry J. Greenwood</u>

## II. SCOPE OF WORK

1. The State will prepare landscape architectural plans for the landscaping and irrigation project and submit them to the City for approval.

2. After City approval of the plans, the project will be constructed by the State, using State funds. Upon completion of the work, the City shall reimburse the state twenty five (25) percent of the Landscape contract cost in an amount estimated at \$12,500.00.

3. The City shall furnish and install necessary water services from water mains to the designated locations within the right of way at the State's expense.

4. The City shall furnish all water for landscape installation during the construction phase, and all water thereafter necessary to properly maintain the landscape, all at City expense.

5. After construction, the City shall maintain the landscaping and irrigation system within the right of way and shall furnish all electrical power necessary to maintain the landscaping within the right of way.

6. The City hereby agrees to maintain the landscaping and irrigation system. Maintenance shall consist of the care of all landscaping in accordance with accepted horticultural practices, keeping all areas free of weeds, undesirable grasses and litter, applying irrigation water, furnishing and applying sprays and dust to combat diseases and other pests, pruning and replanting as required to maintain the landscaping as it was designed, testing, adjusting, repairing and operation of the irrigation system and the repair of all erosion to maintain the final grade established at the completion of the project. The City will not make any changes, additions or deletions without written approval by the State. All maintenance work shall be conducted in a manner to minimize traffic congestion and interference with through traffic. All traffic control will meet the requirements of the Department of Transportation's "Uniform Traffic Control Manual."

## III. MISCELLANEOUS PROVISIONS

1. This agreement shall become effective upon filing with the Secretary of State.

2. The terms, conditions and provisions of this agreement shall remain in full force and effect for period of five (5) years from the effective date, unless terminated earlier by mutual consent of the parties hereto or unless this agreement violates any Arizona law, rule or regulation, either now enacted or which may be enacted in the future. This agreement will be automatically renewed for successive periods of five (5) years unless either party shall give notice in writing to the other not less than one (1) month nor more than three (3) months prior to the initial or renewed expiration date. Further, this agreement may be terminated by the State at any time upon providing sixty (60) days written notice. It is understood and agreed that, in the event this agreement is terminated by the City, the State shall in no way be obligated to maintain said landscaping.

3. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

4. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

5. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518.

6. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation  
Joint Project Administration  
205 South 17 Avenue, Mail Drop 616E  
Phoenix, AZ 85007

City of San Luis  
City Manager  
23222 S. First Street  
San Luis, AZ 85349

7. Attached hereto and incorporated herein by reference is the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement  
the day and year first above written.

CITY OF SAN LUIS

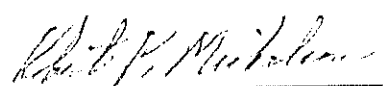
STATE OF ARIZONA

Department of Transportation

By

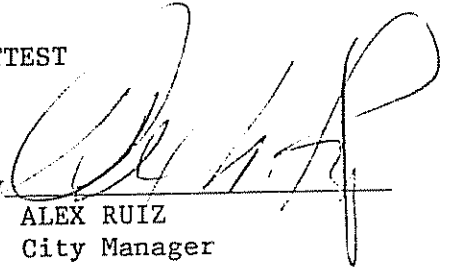
  
MARCO ANTONIO REYES  
Mayor

By

  
ROBERT P. MICKELSON  
Deputy State Engineer

ATTEST

By


  
ALEX RUIZ  
City Manager

JPA 92-109

RESOLUTION

BE IT RESOLVED on this 29th day of September 1992, that I, JAMES S. CREEDON, as Acting Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Highways Division, to enter into an agreement with the City of San Luis for the purpose of defining responsibilities for the design, construction and maintenance of landscaping improvements on SR-95 in the City.

Therefore, authorization is hereby granted to draft said agreements which, upon completion, shall be submitted to the Deputy State Engineer for approval and execution.

  
for JAMES S. CREEDON  
Acting Director

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MINUTES  
REGULAR MEETING  
SAN LUIS CITY COUNCIL  
OCT. 28, 1992

Before passing on to the next item Mr. Luis Marquez who was one of the persons nominated to fill the vacant council seat, thanked the councilmembers for their vote either for or against. He stated that his desire was to work for the community because he has lived in this area for the most part of his life and he would have liked to be part of the council.

11. DISCUSSION AND POSSIBLE ACTION RE: AGREEMENT NO: JPA 92-109-PROJECT SR-95, LANDSCAPING, BETWEEN THE CITY OF SAN LUIS AND ARIZONA DEPARTMENT OF TRANSPORTATION.

The City of San Luis was awarded a grant of \$50,000.00 by the State for the beautification of the 1st. block in the Commercial Area. Council approval is required for Intergovernmental Agreement between the City of San Luis and the Arizona Department of Transportation (ADOT).

Mayor Reyes stated that the beautification project will include the replacement of palm trees and a sprinkler system. The Mayor apologized to local merchants for the inconvenience of having to divert traffic away from Main Street while the work is being done. The project has already been started and should be completed within thirty days.

Vice Mayor Miguel Lopez made a motion to approve Agreement No: JPA 92-109-Project SR-95, Landscaping, between the City of San Luis and the Arizona Department of Transportation. Councilmember Martina Lopez seconded the motion. Motion passed unanimously.

12. DISCUSSION AND POSSIBLE ACTION RE: THE NATIONAL LEAGUE OF CITIES CONFERENCE TO BE HELD IN NEW ORLEANS, LOUISIANA FROM 11/28 TO 12/2/92.

Mayor Reyes urged the councilmembers to attend this conference. He stated that these meetings are very informative and would be an excellent learning experience especially for the new councilmembers.

I certify that this is a true copy of the minutes of regular meeting of the City of San Luis City Council held Oct. 28, 1992.

  
Cynthia Salcido, Administrative Assistant



APPROVAL OF THE SAN LUIS CITY ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, HIGHWAYS DIVISION and the CITY OF SAN LUIS and declare this agreement to be in proper form and within the powers and authority granted to the City under the laws of the State of Arizona.

DATED this 4 day of Nov, 1992.

  
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City Attorney



STATE OF ARIZONA

OFFICE OF THE ATTORNEY GENERAL

GRANT WOODS  
ATTORNEY GENERAL

1275 WEST WASHINGTON, PHOENIX 85007

MAIN PHONE : 542-5025  
TELECOPIER : 542-4085


INTERGOVERNMENTAL AGREEMENT  
DETERMINATION

A. G. Contract No. KR92-2537-TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. §11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED this 8<sup>th</sup> day of December, 1992.

GRANT WOODS  
Attorney General

  
JAMES R. REDPATH  
Assistant Attorney General  
Transportation Section